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7 **IN THE UNITED STATES DISTRICT COURT**
8 **FOR THE DISTRICT OF ARIZONA**
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10 Melissa M Railey,

11 Plaintiff,

12 v.

13 QuikTrip Corporation, et al.,

14 Defendants.
15

No. CV-24-00317-TUC-CKJ

ORDER

16 The parties hereby stipulate to the following form of Protective Order and request
17 that this Court enter an Order approving the terms of the Stipulated Protective Order set
18 forth below.

19 **STIPULATED PROTECTIVE ORDER**

20 In order to preserve and maintain the confidentiality of certain documents produced,
21 or to be produced in the course of discovery and trial of this action, it is ordered that the
22 following rules and procedures shall govern the disclosure of these documents:

23 1. Documents to be produced during discovery in this litigation that contain
24 confidential, commercial, proprietary, or trade secret information, as well as Defendant's
25 video surveillance footage, shall hereafter be referred to as "Protected Documents." When
26 used in this Protective Order, the term "documents" means all written material, videotapes,
27 deposition testimony, video surveillance, and all other tangible items. Except as otherwise
28 indicated below, documents designated as "Confidential - Subject to Protective Order" that

1 are produced or delivered to the parties and/or their attorneys, consultants, agents, or
2 experts in this action shall be Protected Documents and given confidential treatment as
3 described below. The parties will designate, by date-stamp number at time of production,
4 the documents that contain or reference confidential, commercial, proprietary, and/or trade
5 secret information as "Confidential - Subject to Protective Order."

6 2. Prior to designating any material as subject to this Protective Order, the
7 designating party must make a bona fide determination that the information is confidential
8 and subject to protection. If a party disagrees with a designation of any document as subject
9 to this Protective Order, the objecting party will notify the other party, in writing, stating
10 the legal and factual bases of the disagreement with the designation. The parties will then
11 contact the Court via a discovery dispute conference call or follow the Court's discovery
12 dispute protocol within 30 days of receipt of such notice for the purpose of determining
13 whether the disputed documents are entitled to protection in accordance with the applicable
14 Rules of Civil Procedure. Unless and until the Court rules, the parties shall consider and
15 must treat any disputed documents as subject to this Protective Order.

16 3. Both the Protected Documents and the information contained therein shall be
17 treated as confidential. Except upon the prior written consent or upon further Order of this
18 Court, the Protected Documents and the information contained therein may be shown,
19 disseminated, or disclosed only to the following persons when reasonably required in
20 connection with their duties relating to this action:

21 (a) Counsel of record in this case, including other members of counsel's
22 law firm and any other counsel formally associated through the Court to assist in the
23 preparation or trial of this case;

24 (b) Any employees of the parties' counsel, or of formally associated
25 counsel through the Court, who assist in the preparation or trial of this case;
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1 (c) Experts and consultants retained by the parties for the preparation or
2 trial of this case provided that no disclosure shall be made to any expert or consultant who
3 is employed by a competitor of Defendant;

4 (d) The Court, the Court's staff, witnesses, and the jury, as required at any
5 hearing or at the trial of this case;

6 (e) Court reporters or other official personnel reasonably required for the
7 preparation of transcripts of testimony or hearings in this case; and

8 (f) Any third party who is in the business of providing copying, scanning,
9 printing, and finishing services (i.e. a copy service) and is hired to copy and disseminate
10 the documents subject to this Protective Order, provided that the third party is not presently
11 employed by a competitor of Defendant.

12 4. Before giving access to any of the Protected Documents and/or the
13 information contained therein, each person described in paragraphs 3(a) and 3(b) above
14 shall be advised of the terms of this Protective Order, and each person in paragraphs 3(c),
15 3(e), and 3(f) above shall be advised of the terms of this Protective Order, shall be given a
16 copy of this Protective Order, and shall execute Exhibit "A" confirming he/she/they will
17 abide by the terms of the Protective Order and to submit to the jurisdiction of this Court.
18 The attorney furnishing the documents shall receive the original signed version of Exhibit
19 "A" from the receiving party before providing Protected Documents to the receiving party,
20 and maintain the signed Exhibit "A" available for *in camera* review by the Court, if
21 requested.
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23 5. Protected Documents, and any copies thereof, may be disclosed to deponents
24 during the course of their preparation for, and the taking of, their depositions in this case.
25 Prior to the disclosure of such materials to a deponent, the attorney making the disclosure
26 shall advise the deponent to whom the material or information contained therein is to be
27 disclosed that, pursuant to this Protective Order, such deponent may not divulge any such
28 materials contained therein to any other person, firm or corporation. The deponent shall

1 then be required execute a copy of Exhibit "A" confirming he/she/they reviewed the
2 Protective Order, agree to abide by its terms and submit to the jurisdiction of this Court.
3 The attorney disclosing the documents shall receive the original signed version of Exhibit
4 "A" from the deponent before disclosing the Protected Documents. Counsel agrees to
5 maintain the signed Exhibit "A" available for *in camera* review by the Court.

6 6. To the extent that Protected Documents and/or information contained therein
7 is disclosed at (a) the deposition of a party or one of its present or former officers, directors,
8 employees, agents or independent experts retained by counsel for the purpose of this
9 litigation, or (b) the deposition of a third party (which information pertains to a party), the
10 Protected Documents and information shall remain subject to the provisions of this
11 Protective Order. At the time of deposition, a party may designate the testimony pertaining
12 to Confidential Documents and information as "Confidential - Subject to Protective Order"
13 by indicating on the record that the testimony is confidential and is subject to the provisions
14 of this Protective Order. Any party may also designate information disclosed at such
15 deposition as "Confidential - Subject to Protective Order" by notifying all of the parties in
16 writing within thirty (30) days of receipt of the transcript, of the specific pages and lines of
17 the transcript which should be treated as "Confidential - Subject to Protective Order." Each
18 party shall attach a copy of such written notice or notices to the deposition transcript and
19 each copy thereof in his/her/its/their possession, custody and/or control. Without limiting
20 the foregoing, all deposition transcripts shall be treated as "Confidential Information" for
21 a period of thirty (30) days after receipt of the transcript, after which they shall lose any
22 confidential status unless a party provides in writing confirmation that it is to remain
23 confidential.
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25 7. Nothing in this order shall be construed as automatically permitting a party
26 to file under seal. Before any party files any document under seal such party shall seek
27 leave of Court and shall show "compelling reasons" (dispositive motion) or "good cause"
28 (non-dispositive motion) for filing under seal. *See Kamakana v. City and County of*

1 *Honolulu*, 447 F.3d 1172, 1179-80 (9th Cir. 2006). Additionally, such party seeking to file
2 under seal shall, within the applicable deadline, file a redacted, unsealed version of any
3 motion, response or reply if such party is waiting for a ruling from the Court on filing an
4 unredacted, sealed version of the same document. *See also* Arizona District Court Local
5 Rule Civil 5.6. Further, no portion of the trial of the matter shall be conducted under seal.

6 8. Inadvertent or unintentional disclosure of documents or testimony containing
7 information which should have been designated as a Protected Document shall not be
8 deemed a waiver in whole or in part of the party's claims of confidentiality. If a party fails
9 to designate a document as a Protected Document within thirty (30) days of receipt of the
10 document, and at some point thereafter wishes to re-designate the document as a Protected
11 Document, the party may do so either by obtaining agreement from the opposing party, or
12 by obtaining leave from the Court to allow the document to be re-designated as a Protected
13 Document. Once a party contacts the opposing party about a document or testimony that
14 it wishes to re-designate as a Protected Document, the opposing party is prohibited from
15 further disseminating the subject information, and must take all reasonable steps to ensure
16 that it is not further disseminated by any party who may have a copy of or access to the
17 information, until there is a determination regarding whether the information will be
18 allowed to be re-designated as a Protected Document. If a party requests, the opposing
19 party shall provide a written confirmation of what actions were taken as reasonable steps
20 were taken to protect the information.

21 9. Protected Documents that are marked and identified as described above shall
22 be used solely in connection with the preparation and trial of this lawsuit or as otherwise
23 provided herein.

24 10. Except as expressly stated herein, nothing in this Protective Order is intended
25 to affect any right any party otherwise might have under the rules governing this
26 proceeding or the doctrines of attorney-client privilege or attorney work product.
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10 **IN THE UNITED STATES DISTRICT COURT**
11 **DISTRICT OF ARIZONA**
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13 Melissa M. Railey,

No. CV-24-00317-TUC-CKJ

14
15 Plaintiff,

16 **PROTECTIVE ORDER**

17 v.

18
19 QuikTrip Corporation, et al.,

20
21 Defendants.

22 **EXHIBIT "A"**

23 I, _____, do hereby acknowledge that I have received and
24 read a copy of the attached Protective Order dated _____, 2024 ("Protective
25 Order"), and I agree that I will be bound by its terms and provisions; and that I will not
26 reveal the contents of any materials I obtain in connection with this litigation to anyone,
27 except the parties or Court personnel in this action. I agree that, if I receive any document
28 marked "CONFIDENTIAL" or "CONFIDENTIAL – SUBJECT TO PROTECTIVE

1 ORDER" or otherwise designated as confidential within the terms of the Protective Order,
2 I will not make any copies thereof without the written consent of DEFENDANT.

3 I agree that, within thirty (30) days after I receive notification that this lawsuit has
4 been concluded, I shall return to DEFENDANT or its attorney of record in this litigation,
5 all copies of confidential documents that I have received pursuant to the terms of the
6 Protective Order.

7 I hereby consent to be subject to the jurisdiction of this Court including, but not
8 limited to, its contempt powers.

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11 DATED this _____ day of _____, 2024.
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